

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**D.C. DEPARTMENT OF GENERAL SERVICES**

**DCAM-16-NC-0096**

**REQUEST FOR QUALIFICATION  
COMMERCIAL BROKERAGE/TENANT REPRESENTATIVE SERVICES**

**“Set-Aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Certified Business Enterprise (CBE)”**

**March 30, 2016**

**Proposal Due Date:** April 28, 2016, by 2 p.m. EST

**Proposal Delivery Location:** Department of General Services  
Attn: Yinka Alao  
Associate Director of Contracts and Procurement  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW 8<sup>h</sup> Floor  
Washington, DC 20009

**Pre-proposal Conference:** April 6, 2016 at 10:00AM  
Department of General Services  
Frank D. Reeves Center  
2nd Floor Community Room  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009

**Contact:** Elouise Fripp, Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, NW  
8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: 202-727-2733  
[elouise.fripp@dc.gov](mailto:elouise.fripp@dc.gov)

## **Executive Summary**

The District of Columbia Department of General Services (DGS or the Department) actively manages a portfolio of real estate assets comprising approximately 15 million square feet of leased property and 3.2 million square feet of owned property. The Department has an in-house real estate portfolio management staff responsible for managing the District's real estate portfolio that works with District government agencies to identify suitable space for agency operations and manages agency space needs; however, the Department Pursuant to § 10-551.07 of the D.C. Official Code, DGS is seeking a qualified contractor (hereinafter referred to as the "Real Estate Consultant") to provide a range of real estate brokerage services including real estate advisory, strategic planning, acquisition, disposal, tenant lease representation and lease\contract negotiation. The Department intends to award a single contract for these services in the Set-Aside Market.

### **A.1 Contractor's Compensation:**

When a written order is issued in advance, the Consultant shall be paid a fixed commission up to a fee of 2.75 % by the landlord.

### **A.2 Term of the Contract:**

A.2.1 Base Term: The base term of the agreement will be from date of award through one (1) year thereafter.

A.2.2 Option Years: The Department shall have the right to extend the term of this Agreement for two (2) one-year option periods or portions thereof; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. The Consultant may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

### **A.2.3 Minimum Qualifications**

Respondent must be a licensed Real Estate Broker in good standing in the District of Columbia. Respondent have a minimum of 5 years' experience in Tenant Representative Services to include site location, lease administration, auditing services, market analysis, advisory and services related to the acquisition and disposition of interests in real property. Respondent must have leased an average of twenty thousand square feet of commercial real estate transactions within the last 24 months.

**A.3 Selection Criteria**

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience (40 Points)
- Key Personnel (40 points)
- Management Plan (80 points)
- CBE Pre preference points allocable after all other points have been calculated

**A.4 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue RFP - March 30, 2016
- Pre-proposal Conference - April 6, 2016
- Last Day for Questions/Clarifications - April 13, 2016
- Proposals Due - April 28, 2016

**A.6 Attachments**

**A.6 ATTACHMENTS:** The following documents are attached:

|              |  |
|--------------|--|
| Attachment A | Bidder/Offer Certification Form              |
| Attachment B | Tax Affidavit                                |
| Attachment C | Subcontracting Plan Form                     |
| Attachment D | 2016 Living Wage Act Notice and Fact Sheet   |
| Attachment E | First Source Employment Agreement Form       |
| Attachment F | Service Contract Act Wage Determinations     |
| Attachment G | Standard Contract Provisions – February 2016 |
| Attachment H | Past Performance Reference                   |

## **SECTION B            Scope of Work**

### **B.1     Scope of Work**

1. The Department of General Services is seeking a Consultant to assist the Agency with the management of the District’s real estate portfolio by providing specific Tenant Representative Services, and commercial real estate advisory services related to the acquisition and disposition of interests in real property. The Consultant will receive assignments via written “Task/Work Orders” issued by the Project Manager. There will be two (2) types of Task Orders issued:
  - a. **Lease Transaction Services/Tenant Representation**: It is anticipated that this type of Task Order will be completed no later than the end of the fiscal year. Notwithstanding the Delivery/Completion Date, this Task/Work Order will remain in effect until the work is completed or directed otherwise by the DGS Contracting Officer Technical Representative.
  - b. **Commercial Real Estate Advisory/Consultant Services**: It is anticipated that this type of Task Order will be completed at the end of the fiscal year.
  
2. Although the exact workload will vary depending upon DGS’s needs, DGS anticipates that this requirement will require approximately 240 hours of real estate advisory services annually and 7-15 real estate transactions representing the acquisition or disposition of approximately 250,000 square feet over the next fiscal year. Notwithstanding the foregoing estimates, the above projected workload numbers are estimates only and DGS provides no assurances regarding the number of task orders assigned or maximum number of hours required.
  
3. The contractor shall provide the District of Columbia Department of General Services (DGS) with representation services including site location, market analysis, real estate advisory services and services related to the acquisition and disposition of interests in real property (hereinafter the Representation Services). The contractor shall provide Representation Services in connection with various uses, including but not limited to, office, warehouse, housing, clinics, special uses and other uses as identified by the District. The Representation Services may include, but are not limited to, the following tasks which the contractor will perform at the request of the District as a condition of the Task /Work Order Agreement for which there will be no commission or “out of pocket” payment from the District. For example, the Contractor may be required to provide lease administration and auditing services at no additional or “out of pocket” cost to the District. The Representation Services may include leasing transactions in accordance with a written order issued by the District in advance. Technical services for brokerage Representation Services to the District will be required, but not limited to, the following areas of work:
  - a. Prepare programming requirements for leased space in accordance with DGS space standards.
  - b. Work with DGS to identify real property or buildings within the District’s real estate portfolio which could be leased to third parties by the District.

- c. Identify property, prepare acquisition analysis and economic studies and perform due diligence.
- d. Provide recommendations regarding financing models to assist in the real estate acquisition process. Identify various forms of traditional and non-traditional financing sources and then help evaluate and analyze each of the options. The contractor may also put together and update the project pro forma and assist the project through the typically complex entitlement process,
- e. Prepare requests for proposals in accordance with applicable DGS solicitation policies and procedures.
- f. Review availability of existing space and new space.
- g. Determine and analyze proposals for best value to the District in accordance with criteria provided by the District.
- h. Research the market for appropriate space alternatives and comparable.
- i. Work with DGS to identify and address space needs across the District for all types of uses and assist the District with the pertinent leases.
- j. Prepare a market survey that addresses the following:
  - 1) Asking price and business terms of the leases proposed for the site(s) selected and prepare an abstract of all the business terms of the recommendation;
  - 2) List all the comparable sites evaluated and their asking terms;
  - 3) Appropriate market data to justify the recommended transaction (including the negotiated terms of actual similar leases);
  - 4) Schedule of non-economic indicators – compliance with executive and administrative directives and specific agency needs;
  - 5) A report on the existence and condition at the recommended site of any known asbestos, building or fire code violation, engineering, structural or any other potentially hazardous condition at the recommended site;
  - 6) Prepare discounted cash flow analysis of projected rents and other costs for each site;
  - 7) If more than one site satisfies the agencies requirements, a recommendation of the most appropriate alternative based on a comparative financial analysis and best values;
- k. Arrange inspections of the appropriate sites for DGS and the client agency.
- l. Determine whether the site is suitable for the agency’s need (that it has adequate electrical power, HVAC, floor load, meets structural and parking requirements,).
- m. Provide information on Lessor’s performance and related compliance.
- n. Provide emergency lease support in case of a catastrophic event that requires immediate relocation.
- o. Assist DGS with negotiating business terms and lease documents.
- p. Provide coordination with the city officials, land-use attorneys, and Architects involved.
- q. Provide lease administration and auditing services.
- r. Provide commercial real estate training and continuing education opportunities to DGS Portfolio staff.
- s. Provide professional membership organization memberships and professional development opportunities to DGS Portfolio staff.

- t. Support community service initiatives in coordination with DGS.
- u. Provide real estate advisory services
- v. Provide all forms of real estate development consulting services.

## **SECTION C Economic Inclusion**

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. **(A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.)** In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

#### **C.1.2 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

- C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001  
(202) 727-3900

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 Subcontracting Plan**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Attachment D**.

### **C.2.1.1 Subcontracting Plan Requirements**

#### **Mandatory Subcontracting Requirements**

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
4. Except as provided in (a) (5) and (a) (7), a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected



- through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
  6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
  7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **C.2.1.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor;
- d. The price that the prime Contractor will pay each subcontractor; and
- e. **Copies** of Subcontracts

Within twenty-one (21) days of the date of award, the Consultant shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

### **C.2.1.3 Subcontracting Plan Compliance Reporting.**

- (1) The Consultant has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - a. The price that the prime Consultant will pay each subcontractor under the subcontract
  - b. A description of the goods procured or the services subcontracted for
  - c. The amount paid by the prime Consultant under the subcontract;
  - d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **C.2.1.4 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Consultant shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### **C.2.1.5 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **C.2.1.6 Enforcement and Penalties for Breach of Subcontracting Plan**

1. A Consultant shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. Consultant that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of

penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

3. If the CO determines the Consultant's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8 of the SCP, Default.**

#### **C.2.1.7 CBE as Prime Contractor**

A prime Consultant which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2.**

#### **C.3 Residency Hiring Requirements for Consultants and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

## **SECTION D Evaluation and Award Criteria**

### **D.1 Evaluation Process**

Department will evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

### **D.3 Oral Presentation**

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range, if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation. Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 30 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 60 minutes.

D.3.2 Schedule. The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees. The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics. The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

#### **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 160 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 178.

##### **D.4.1 Experience (40 points)**

The Department desires to engage a Commercial Real Estate Consultant with the experience necessary to perform the Scope of Work set forth in this RFP.

Offerors will be evaluated on the basis of their Experience as listed below:

- I. Offerors will be evaluated based on their demonstrated experience in strategic planning, market analysis, lease acquisition, property disposal, lease/contract negotiation and tenant representation.
- II. The Offeror must demonstrate familiarity with applicable government leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc.
- III. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

##### **D.4.2 Key Personnel (40 Points)**

The capability and capacity of Offeror's Key Personnel will be evaluated on the following criteria:

The Department desires that senior personnel be assigned to this project that has experience in commercial real estate brokerage services and real estate advisory services. In addition, the Principal-in-Charge should have at least (10) years of demonstrated experience in strategic planning, real estate market analysis, lease acquisition, property disposal, lease/contract negotiation, tenant representation and familiarity with applicable

government leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc.

The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The Real Estate Consultant's Principal-In-Charge must possess at least ten (10) years of experience. Principal-in-Charge is defined as the staff member identified by the Real Estate Consultant as having primary responsibility for and oversight of the performance of all services provided under the Contract. Offerors will submit procedures to explain how they will address potential conflicts between responsibilities under this contract and concurrent representation of landlords or property owners. This element of the evaluation will be worth up to Thirty (30) points.

#### D.4.3 Management Plan (80 Points)

Offerors Management Plans will be evaluated based on the following criteria:

- i. Delineation of the roles and responsibilities of key team members relative to project scope;
- ii. Description of the challenges inherent in the project and the approach to mitigating identified risk;
- iii. Formulation of project schedule to assure timely achievement of key milestones; and
- iv. Description of cost control management structures to assure on-budget project delivery.

## **SECTION E Proposal Organization and Submission**

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.1 Submission Identification**

Submissions shall be proffered in two volumes, a technical volume and a pricing volume. In addition to an original technical volume and pricing volume, Offerors shall submit five (5) copies of the technical volume and one electronic copy on flash drive of the proposal. The Offeror's Technical Proposal submission shall be placed in a separate sealed envelopes conspicuously marked: "Technical Proposal for Tenant Representative Services". Copies of the technical submissions shall be labeled accordingly.

Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

Department of General Services  
Attn: Elouise Fripp  
Contract Specialist  
Frank D. Reeves Center  
2000 14th Street, NW  
Office of the Director, 8th Floor, Washington, DC 20009

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 pm EST, on April 28, 2016. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8 1/2" x 11" bond paper and typewritten. The proposal must be no longer than 25 pages of times New Roman 12 pt. type with margins at minimum of 1". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

## **E.4.1 Technical Volume**

The technical proposal shall be organized as follows:

### **E.4.1.1 Executive Summary**

Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

### **E.4.1.2 General Team Information and Firm(s) Data**

Each Offeror shall provide the following information for itself and each of its subcontractors, if any.

- a. Name(s), address(es), and role(s) of each firm (including all sub-Contractors)
- b. Profile(s), including:
  - Firm history
  - Firm size(s)
  - Areas of specialty/concentration
  - Current firm workload(s) projected over the next year
- c. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- d. Description of the team organization and personal qualifications of key staff, including:

Identification of the single point of contact for the Contractor.

Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during the performance of the Contract term.

### **E.4.1.3 Experience (40 points)**

Each Offeror should submit a response that addresses the requirements of **Section D.4.1** of this RFP.



E.4.1.4 Key Personnel and active Broker or Salesperson licensures in good standing in the District of Columbia (40 points)

Each Offeror should submit a response that addresses the requirements of **Section D.4.2** of this RFP.

E.4.1.5 Management Plan (80 Points)

Each Offeror should submit a response that addresses the requirements of **Section D.4.3** of this RFP.

## **SECTION F Offeror's Procedures and Protests**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Elouise Fripp, Contract Specialist  
DC Department of General Services  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, D.C. 20005  
Phone: (202) 727-2733  
**elouise.fripp@dc.gov**

Any written questions or inquiries should be sent to Elouise Fripp by April 13, 2016.

If responses are provided, the responses will be written. Copies of the written responses will be issued via Addendum and available on the DGS website (<http://dgs.dc.gov/>) and/or distributed to all prospective Respondents who are known to have received a copy of the original RFP. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion.

### **F.2 Pre-proposal Conference**

A pre-proposal conference will be held on April 6, 2016 at 10:00 am EST. The conference will be held at Department of General Services Community Room on the 2<sup>nd</sup> floor.

### **F.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to providing a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

#### **F.4 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the offer protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

#### **F.6 Retention of Submissions**

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

#### **F.7 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole facility security of the Offeror and may result in disqualification.

#### **F.8 Late Submissions: Modifications**

- a. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.

- b. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- c. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- e. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

#### **F.9 No Compensation for Preparation of Submissions**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- a. To cancel this solicitation or reject all submissions.
- b. To reject submissions that fail to prove the Offeror's responsibility.
- c. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- e. To take any other action within the applicable Procurement Regulations or law.
- f. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

**F.11 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **SECTION G Insurance Requirements**

### **G.1 Required Insurance**

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.
- G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the Work.
- G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

### **G.2 Additional Insureds**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed approved to do business in the District of Columbia.